

ESTTA Tracking number: **ESTTA129422**

Filing date: **03/12/2007**

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	91174863
Party	Plaintiff Newport News Holdings Corp.
Correspondence Address	Edward Weisz Cohen Pontani Lieberman & Pavane LLP 551 Fifth Avenue New York, NY 10176 UNITED STATES eweisz@cplplaw.com, docket@cplplaw.com, dbadanes@cplplaw.com
Submission	Other Motions/Papers
Filer's Name	David P. Badanes
Filer's e-mail	dbadanes@cplplaw.com, eweisz@cplplaw.com
Signature	/David P. Badanes/
Date	03/12/2007
Attachments	Newport News Holding Corp v. Bagir Co. Ltd. Protective Order.pdf (10 pages) (441720 bytes)

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"CONFIDENTIAL" or "HIGHLY CONFIDENTIAL." As a general guideline, a document should be designated "HIGHLY CONFIDENTIAL" when it contains sensitive business, competitive or other information that is appropriate for review only by the receiving party's technical experts, or by outside counsel of record for the parties, and the foreign attorneys identified in paragraph 3(a), but must otherwise be protected against disclosure to the opposing party, competitors, third parties or to the public at large.

3. Any Discovery Materials classified as "HIGHLY CONFIDENTIAL," as well as any copies or excerpts thereof, or analyses or reports that pertain thereto, may be made available only to:

- a. Attorneys of record for the receiving party and foreign attorneys of Eitan Mehulal Pappo Kugler involved in representing the parties, including Shirley Gal of Eitan Mehulal Pappo Kugler, excluding the parties' respective in-house legal counsel and the parties' employees;
- b. Members of the Board, law clerks and other clerical personnel of the Board before which this Opposition is pending; and
- c. Independent experts or independent testing laboratories not associated directly or indirectly with a party, provided that such person (i) is not a competitor or engaged, retained or employed by a competitor of the producing party; and (ii) signs an undertaking, in the form of Exhibit A hereto, that is delivered to counsel for the party claiming protection ten (10) days prior to any disclosure so as to provide an opportunity to object. While such objection is pending before the Board, all Discovery Materials marked "HIGHLY CONFIDENTIAL" must remain highly confidential.

4. As a general guideline, a document should be designated "CONFIDENTIAL" when it contains business information that is appropriate for review by the receiving party and its in-house counsel, or by outside counsel of record for the parties, but must otherwise be protected against disclosure to competitors, third parties or to the public at large.

5. Any Discovery Materials classified as "CONFIDENTIAL," as well as any copies or excerpts thereof, or analyses or reports that pertain thereto, may be made available only to:

- a. Attorneys of record for the receiving party, including the parties' respective in-house legal counsel, Rami Gabay I.P., Coordinator of Bagir Co. Ltd., and the parties' executives and employees who may have access to the information on a need to know basis;
- b. Members of the Board, law clerks and other clerical personnel of the Board before which this Opposition is pending; and
- c. Independent experts or independent testing laboratories not associated directly or indirectly with a party, provided that such person (i) is not a competitor or engaged, retained or employed by a competitor of the producing party; and (ii) signs an undertaking, in the form of Exhibit A hereto, that is delivered to counsel for the party claiming protection ten (10) days prior to any disclosure so as to provide an opportunity to object. While such objection is pending before the Board, all Discovery Materials marked "CONFIDENTIAL" must remain confidential.

6. A party producing Discovery Materials considered of a confidential nature shall cause each page of each such document to be stamped or labeled "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL." The requesting party shall treat such Discovery Materials as

confidential or highly confidential pursuant to the terms set forth herein.

7. If at any deposition a witness is asked for information considered confidential by one of the parties or by the witness if the witness is not a party, the party or witness may, by letter to all counsel of record, designate any portion of the deposition testimony as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" at any time up to ten (10) days after actual receipt of the transcript of the deposition, and such portions shall be treated by the parties as provided herein. Until the end of the ten-day period (or until an earlier designation is made by counsel), the entire deposition shall be treated as "HIGHLY CONFIDENTIAL." All such portions of a transcript shall be treated by the parties as provided herein.

8. With respect to answers to interrogatories or responses to requests for admissions, a party may designate all or any portion of such responses as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" by clearly labeling them as such in the body of the response. Such portions so designated shall be treated by the parties as provided herein.

9. In the event any party disagrees with the designation of any Discovery Materials as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," counsel shall attempt to resolve the disagreement on an informal basis. If it is necessary to present the dispute to the Board for resolution, it shall be up to the party opposing the designation to move the Board for an order compelling production without the confidentiality restrictions. On such a motion, the burden shall be on the producing party or witness to demonstrate that the materials qualify for protection under the Federal Rules of Civil Procedure and other applicable authorities. Unless and until the Board shall issue a final ruling that the material is not of a confidential nature, the material in question shall continue to be treated by all parties as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," and all provisions hereof shall be adhered to with respect to the same.

10. The inadvertent or unintentional disclosure by a party of "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" information, regardless of whether the material was so designated at the time of disclosure, shall not be deemed a waiver in whole or in part of the producing party's claim of confidentiality, either as to the specific information disclosed or as to any other information relating to the same or related subject matter, provided that the producing party shall promptly upon discovery of the inadvertent or unintentional disclosure notify the receiving party in writing that the information is "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL." Such notification shall constitute a designation of the information as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," and therefore subject it to the provisions of this Order. Disclosure of inadvertently or unintentionally disclosed "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" information prior to receipt of such notice shall not be deemed a violation of this Order. However, those persons to whom disclosure was made are to be advised by the receiving party that the information is "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" and must be treated in accordance with this Order, and the receiving party must (1) make a good faith effort to retrieve and return all copies of such inadvertently disclosed "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" information which have been disseminated to unauthorized persons, including any notes, summaries, compilations or other documents concerning same, and (2) immediately mark, in accordance with the designations made by the producing party, all copies of such inadvertently disclosed "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" information which are in the possession of authorized persons.

11. The inadvertent or unintentional disclosure of information, documents or things which the producing party believes are subject to attorney-client privilege, attorney work product, or any other claim of immunity from production shall not constitute a waiver of the

respective privilege or immunity, provided that the producing party shall promptly upon discovery of the inadvertent or unintentional disclosure notify the receiving party in writing that the information, document or thing is subject to such a privilege or immunity. The receiving party shall, within three business days from the date said written notice is received, return to the producing party any document or thing identified by the producing party as subject to such privilege or immunity, and all copies thereof, and shall destroy all notes, summaries, compilations or other documents concerning same that may have been prepared by the receiving party. Return of the document or thing shall not constitute an admission or concession, or permit any inference, that the returned document or thing is, in fact, properly subject to a claim of privilege or immunity, nor shall anything herein prevent the receiving party from challenging the privileged status of any inadvertently or unintentionally produced information, document or thing or asserting that it should be produced for any reasons other than a waiver caused by the inadvertent or unintentional production.

12. Discovery Materials shall be used only for the prosecution and/or defense of this Opposition, and shall not be used or employed for any business or competitive purpose whatsoever, including for purposes of any other legal proceeding or litigation.

13. If a party wishes to submit to the Board any Discovery Materials using or referring to information classified as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" (hereinafter collectively referred to as "Classified Discovery Materials"), or to use or refer to the same in briefs, affidavits, or any other documents or submissions, such materials using or referring to such Classified Discovery Materials shall be filed as a confidential submission if filed electronically with the TTAB using the ESTTA confidential submission option, and shall attach a copy of this Stipulation and Order as an exhibit thereto. If filed as a hard copy, the

document shall be submitted in an envelope clearly labeled in the following manner:

"TRADE SECRET/COMMERCIALLY SENSITIVE": Designated portions of this document are subject to a PROTECTIVE ORDER issued by the Trademark Trial and Appeal Board of the United States Patent and Trademark Office, dated _____, and may not be examined or copied except in compliance with that Order. Newport News Holdings Corp. v. Bagir Co., Ltd. Opposition. No. 91174863.

Such label shall also include the name, address and telephone number of the person filing the Classified Discovery Materials, and the envelope containing such Classified Discovery Materials shall include a copy of this Stipulation and Order.

14. This Stipulation and Order shall not preclude any party from applying to the Board for relief from any provision hereof, or from asserting that certain Classified Discovery Materials should receive different, greater or lesser confidentiality protection than that provided herein. Additionally, this Stipulation and Order shall not prejudice the right of any party or non-party to oppose production of any information on the ground of attorney-client privilege, attorney work product immunity, or any other protection provided under the law. Moreover, a party shall not be obligated to challenge the propriety of a "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL" designation at the time made, and a failure to do so shall not preclude a subsequent challenge thereto.

15. Within sixty (60) days after the conclusion of this Opposition, unless the attorneys of record otherwise agree in writing, each party shall either (a) assemble and return all Discovery Materials, except non-Classified Discovery Materials filed with the Board, including copies, to the person(s) and entity from whom such Discovery Materials were obtained, or (b) certify in writing that such Discovery Materials have been destroyed. Insofar as the provisions of any


order entered in this Opposition restrict the communication and use of the Discovery Materials produced hereunder, such orders shall continue to be binding as between the parties after the conclusion of this proceeding except (a) that there shall be no restriction on Discovery Materials that are used as an exhibit before the Board (unless such exhibit was maintained under seal) and (b) that a party may seek the written permission of the producing party or further order of the Board with respect to dissolution or modification of such order.

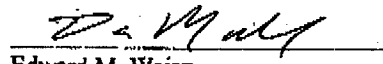
16. This Stipulation and Order shall become effective as a stipulation among the parties immediately upon its execution by counsel for all parties, notwithstanding the pendency of approval by the Board. Documents produced by the parties to each other prior to the execution of this Stipulation and Order shall be treated as Highly Confidential until said time as the parties execute the Stipulation and Order. If approval by the Board is ultimately withheld or made conditional, no party shall treat any Classified Discovery Materials produced prior to that time other than as provided in this Stipulation and Order without giving the producing party sufficient advance notice to allow for application to the Board for additional relief.

17. The restrictions set forth in this Stipulation and Order will not apply to information that is known to the receiving party or is publicly available before the date of its transmission to the receiving party, or that becomes publicly available after the date of its transmission to the receiving party, provided that such information does not become publicly available by any act or omission of the receiving party, its employees or agents that would be in violation of this Stipulation and Order. If such public information is designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL," the receiving party must inform the producing party of the pertinent circumstances before the restrictions of this Stipulation and Order will be inapplicable.

18. This Stipulation and Order may be signed by facsimile and in multiple counterparts, each of which when so executed and delivered shall be deemed an original, but all of which when taken together shall constitute but one and the same instrument.

Respectfully submitted, this the ____ day of March 2007.


Leon Medzhibovsky
Cheryl Zecchine
Attorneys for Applicant



Edward M. Weisz
David Badanes
Attorneys for Opposer

FULBRIGHT & JAWORSKI LLP
666 Fifth Avenue
New York, N.Y. 10103
Phone: (212) 318-3182
Fax (212) 318-3400


COHEN PONTANI LIEBERMAN &
PAVANE LLP
551 Fifth Avenue
New York, New York 10176
Phone: (212) 687-2770

Date: March 7, 2007

Date: March 7, 2007

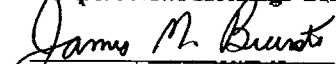

A. Tally Eitan
EITAN MECHULAL PAPPÖ KUGLER
11 HaMenofim St.
POBox 2081
Herzlia 46120, Israel
Phone: +972-9-972-6000
Fax: +972-9-972-6001

Bagir Co., Ltd.


By: Rami Gabay
Title: I.P. Coordinator

Date: March 7, 2007

Newport News Holdings Corp.


By: James Brewster
Title: Chief Operating Officer

Date: 3/7/07

EXHIBIT A

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE BEFORE
THE TRADEMARK TRIAL AND APPEAL BOARD**

Newport News Holdings Corp.,)	
)	
Opposer,)	
)	Opposition No.: 91174863
v.)	
)	Mark: SHAPERFECT
Bagir Co., Ltd.,)	
Applicant.)	
)	
)	
)	

UNDERTAKING TO BE BOUND

I, _____, have read a copy of the Stipulation and Order entered in this matter by the Board on _____, a copy of said Stipulation and Order being attached hereto. I have read said Stipulation and Order and I agree to be bound by all the provisions thereof.

Dated: _____

(Name of Signatory)